

**APPENDIX E-9 TO DIR CONTRACT NO. DIR-TSO-4158
SAMPLE ORDERING DOCUMENT
TECHNICAL CLOUD SERVICES**



ORDERING DOCUMENT

Customer Name:
Customer Address:

Oracle America, Inc.
500 Oracle Parkway Redwood Shores, CA 94065

ORACLE CONTRACT INFORMATION

Agreement: Contracts for Products and Related Services between the State of Texas acting by and through the Department of Information Resources (“DIR”) and Oracle America, Inc. (“Oracle”), effective _____, 2018 (DIR Contract No. DIR-TSO-4158; Oracle Contract No. US-GMA-1889764)

Ordering Document Number: _____

This ordering document incorporates by reference the terms of the agreement specified above and all amendments thereto (the “agreement”). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.

A. SERVICES

You have ordered the Technical Cloud Services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this ordering document are in US Dollars.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses*
<i>[e.g., Time and Materials Services]</i>	Exhibit 1			
Total				

*Fees and expenses are in accordance with the referenced exhibit(s) and in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-4158.

All fees are due in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-4158. Invoices for services performed under separate exhibits may be provided separately. Fees for any time and materials engagements listed above are estimated fees, as detailed in the referenced time and material services exhibit(s).

B. ADDITIONAL TERMS

1. Contact Information.

Oracle Contracts Manager/Administrator:

Name:	
Address:	
Phone:	
Fax:	
Email:	

Your Billing/Accounts Payable Contact:

Name:	
Address:	
Phone:	
Fax:	
Email:	

2. Order of Precedence.

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In the event of any inconsistencies between this ordering document (excluding exhibits) and any attached exhibits, the exhibits shall take precedence, however, in all events DIR Contract No. DIR-TSO-4158 shall prevail.

3. Change Control Process.

Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of Your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in an amendment to this ordering document and/or applicable exhibit(s).

4. Ordering Document Definitions.

4.1 **“Technical Cloud Services”** means, collectively, the Cloud Services-related technical Services which You have ordered under this ordering document.

4.2 **“Services”** for purposes of this ordering document shall have the same meaning as the term “Technical Cloud Services”. Accordingly, notwithstanding any provision or interpretation of the Agreement to the contrary, for purposes of this ordering document, the term “Services” does not include any Cloud Services.

4.3 **“Service Specifications”** as used in the Agreement means any exhibit(s) attached to this ordering document.

5. Assignment of this Ordering Document

Notwithstanding anything to the contrary in the agreement or this Ordering Document, you may not assign this Ordering Document or give or transfer the Services, or an interest in them, to another individual or entity. If you desire that Services be acquired by another entity, such other entity may order services under a separate contract. You may not grant a security interest in any of the Services. Notwithstanding the foregoing, upon advance written notice to Oracle, You may assign your rights to the Services under this Ordering Document to another governmental agency as designated by the Texas Legislature (i) that is a successor in interest to you that performs your statutory obligations, or (ii) as necessary to satisfy a regulatory requirement imposed upon you by a governing body with the appropriate authority; provided that (w) such assignee entity agrees in writing to the terms and conditions of the agreement and the Ordering Document, (x) You provide Oracle will all consents necessary for the assignee to access Your Content, Your Applications, and any other of Your materials in Oracle’s possession, (y) the assignment does not result in any change in Oracle’s rights and obligations under this Ordering Document (including with respect to the Services), or expand, modify or otherwise alter any use or component of the Services or Services Environments provided under this Ordering Document, and (z) following the assignment, You shall immediately discontinue use of the Services acquired under this Ordering Document.

6. Data Center Region

{NOTE: select one of the two options below for this section}

{option 1 – default} Oracle agrees that during the Service Period specified in this ordering document, the Cloud Services environment holding Customer data will reside in data centers located in the continental United States. Oracle may access Customer Data on a global basis to the extent necessary to perform the Cloud Services, including maintenance and Cloud Services technical support.

{option 2} Oracle agrees that during the Service Period specified in this ordering document, the Cloud Services environment holding Customer data will reside in data centers located in **{specify country(ies)}**.

The offer is valid through _____, 20__ and shall become binding upon execution by you and acceptance by Oracle.

{Insert Customer Name}

Oracle America, Inc.

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Signature Date _____

Signature Date _____

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<hr/>	<hr/>
Effective Date	
	<hr/>
	<i>(To be completed by Oracle)</i>



TIME AND MATERIALS EXHIBIT

ORACLE CONTRACT INFORMATION

Customer Name: _____
Ordering Document Number: _____
Exhibit Number: _____

This exhibit incorporates by reference the terms of the ordering document specified above.

1. Description of Services.
Oracle will assist You with the following Services:

2. Your Obligations and Project Assumptions.
You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Services and any related estimate depends upon Your fulfillment of the following obligations and the following project assumptions:

- A. Your Obligations.
1. Obtain Cloud Services under separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
3. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
4. Provide any notices, and obtain any consents, required for Oracle to perform Services.
5. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform Services.
6. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
7. If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

{Modify as necessary - e.g. {List any additional obligations - including those from Options List for which Customer is responsible.}}

B. Project Assumptions
{List any project conditions that, if different than assumed, might affect Oracle's ability to perform Services as estimated.}

3. Rates, Estimated Fees and Expenses.
The Services specified above are provided on a time and materials ("T&M") basis; that is, You shall pay Oracle for all of the time spent performing such Services, plus materials, taxes (if applicable) and expenses.

The Services described above shall be provided at Oracle's standard technical rates in effect when such Services are performed and in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-4158. Oracle's standard technical rates are listed in Oracle's {insert local country} price list; those rates which are in effect as of the effective date are listed below for Your convenience.

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{Insert Consulting Rate Table}

All fees and expenses will be invoiced monthly. The fee estimate for labor performed under this exhibit is _____ dollars (\$_____); the estimate for pre-approved travel and out of pocket expenses is an additional _____ dollars (\$_____). These estimates and any other estimates related to this exhibit are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will invoice You for actual time spent performing the Services, plus materials, and taxes (if applicable) and expenses; such invoice may exceed the total estimated amount documented above. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

4. Project Management.

You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.